

Project: **State of Nebraska - NSOB 4th floor** **4178**

Proj. No.

Date: November 5, 2014

Note: This addendum is hereby made a part of the contract documents to the same extent as if it were originally included therein. Contract documents shall be considered modified or revised as hereinafter described.

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1. Refer to the following attached documents provided by the Owner.
 - NSOB 4th Floor Proposal Form
 - Instructions to Bidders
 - General Conditions
 - Sample Contract

PROPOSAL

Rodney Anderson, Administrator
DAS/State Building Division
Lincoln, Nebraska, 68508-2707

The undersigned, being familiar with local conditions affecting the cost of the work, and Specifications and Plans hereby proposes to furnish all plant, equipment, transportation, materials, tools, labor and skills necessary and required to perform all work as described in the Proposed Contract Documents entitled:

State of Nebraska – Partial Interior Renovation of the Fourth Floor

all in strict accordance with the Proposed Contract Documents including Addenda Numbers _____, _____, and _____, issued and attached thereto -

Bidders shall acknowledge the receipt of any and all addenda issued in the space provided above:

For the contract sum of:

Base Bid: _____, \$ _____

The undersigned agrees to complete all work within _____ calendar days following the award of the Contract.

The undersigned states that he is complying with, and will continue to comply with, fair labor standards in the pursuit of his business and in the execution of the contract on which he is bidding.

The undersigned acknowledges having reviewed provisions outlined for exemption of payment of sales taxes to the State of Nebraska and also understands the requirements for registration of any and all nonresident contractors and subcontractors with the Nebraska Department of Revenue.

In submitting this bid, it is understood that the right is reserved by the DAS/State Building Division to reject any or all bids and to waive informalities, and it is further agreed that this bid may not be withdrawn during the period of sixty (60) days following the scheduled closing time for receipt of the bids.

Date

Firm Name

By

Address

Title

City State Zip

Firm's Federal Identification Number _____ Fax: _____

Firm's Phone Number _____ Email: _____

INSTRUCTIONS TO BIDDERS

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Rev. Date: 05-11-04

INSTRUCTIONS TO BIDDERS

1. BID SECURITY

Each proposal must be accompanied by a bid bond or a certified or cashiers' check in the sum of five (5%) percent of the proposal, as a guarantee of good faith, drawn on a solvent bank and made payable to the order of the DAS/State Building Division, State of Nebraska, which will be retained by and may be forfeited to the DAS/State Building Division, State of Nebraska, as liquidated damage if such proposal is accepted, the Contract awarded, and the bidder or bidders fail to enter into a contract in form prescribed, with a satisfactory surety bond, within ten (10) days after such award is made.

The bid deposit of all except the three (3) lowest bidders may be returned within three (3) days after the opening of bids. The bid deposit of the three lowest bidders may be returned within 48 hours after the executed contract and required bonds have been finally approved by the Owner.

2. PLANS AND CONTRACT DOCUMENTS

Plans and Specifications (including Instructions to Bidders, General Conditions, and Special Provisions) and the Forms of Proposal, Contract and Bond, and all made a part of this Contract, are on file in the office of the DAS/State Building Division, State of Nebraska, and may be seen there; they may also be seen at Dodge Reports in Omaha, at the Builders Exchanges in Omaha and Lincoln, and at other locations listed in the Advertisement for Bids; plans and specifications can be obtained at the office named in the Advertisement for Bids.

3. WORKING CONDITIONS

Bidders are required to inform themselves fully on the conditions relating to construction and labor under which the work shall be or is now being performed, and the Contractor must employ, so far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with any other Contractor.

4. DRUG FREE WORK PLACE POLICY

The Contractor certifies that as a condition of the contract, neither the Contractor nor any employee of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by this contract. The DAS/State Building Division reserves the right to request a copy of the Contractor's Drug Free Work Place policy. The Contractor further agrees to insert a provision similar to this statement in all subcontracts for services required under this agreement. A copy of this policy on company Letterhead shall be submitted to the Owner prior to signing contracts.

5. OPEN COMPETITION

Whenever in these specifications a material or article is specified by using the specific description or name of a proprietary product or the name of a manufacturer or vendor, rather than by using descriptive detail of substance and function, any article which the DAS/State Building Division decides will perform the duties imposed adequately and to the same effectiveness, will be acceptable as a substitute in lieu of the material or article so specified.

6. INTERPRETATION OF CONTRACT DOCUMENTS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, he may submit a written request for an interpretation thereof by the consulting Architect or Engineer or the DAS/State Building Division, whichever has prepared the documents. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by Addendum duly issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The DAS/State Building Division will not be responsible for any other explanation or interpretations of the proposed documents. No such Addendum will be issued during the five (5) days immediately preceding the bid date.

7. PROPOSAL FORM

All proposals must be submitted on forms furnished by the State Building Division, State of Nebraska, and must be legibly written in ink or by typewriter. PROPOSAL FORMS will be provided in the Project Manual for use for submittal for this project. No alteration in proposals by erasure, interlineations, or insertions will be permitted.

8. FILING OF PROPOSALS

Each proposal shall be enclosed in a sealed envelope endorsed "Proposal for (Name Project, Letting Time and Name of Bidder)" and filed with the DAS/State Building Division, State of Nebraska, located at Lincoln, Nebraska, prior to the time set for the opening of bids. No bid will be considered which has not been filed with the DAS/State Building Division before the time set in the advertisement. No bidder may submit more than one proposal. Two proposals under different names will not be received from one firm or corporation.

Filing proposals utilizing the FAX copy system will not be acceptable.

9. SIGNATURE OF BIDDERS

Each proposal must be signed in ink with the full name of each person, firm or corporation interested in it, together with their business address or place of residence.

Bids which are signed for a partnership should be signed in the firm name by at least one of the partners or in the firm name by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the bid a power of attorney evidencing authority to sign the bid, executed by the partners.

Bids which are signed for a corporation should have the correct corporate name there of and the signature of the president or other authorized officer of the corporation manually written below the corporation name following the words: "By

_____."

10. WITHDRAWAL OF BIDS

Any bidder may withdraw his bid at any time prior to the scheduled time for receipt of bids.

11. ACCEPTANCE OF BIDS

The DAS/State Building Division, State of Nebraska, reserves the right to waive any technicalities or informalities in bids and to accept or reject any or all bids when the Building Division considers it to be for the best interests of the State of Nebraska.

Where bidders attempt to condition their bids by stipulations not contained in the proposed contract documents, such bids may be disregarded as not responsive to the terms of the proposed Contract.

In submitting the proposal, the bidder agrees that the proposal may not be withdrawn during the period of sixty (60) days following the date of opening of the bids.

12. ALTERNATE PROPOSALS

All alternate proposals, when requested in the Proposal Form, shall be subject to the Owner's acceptance or rejection until 45 days after the Contractor has in writing informed the DAS/State Building Division he is withdrawing the alternate proposals.

13. BASIS OF AWARD OF CONTRACTS

The DAS/State Building Division, State of Nebraska, will not award the Contract to any bidder who does not furnish upon request satisfactory evidence that he has the necessary ability and experience in work of this character, and necessary financial resources, facilities, and plant to enable him to prosecute the same successfully and promptly and complete it within the time required in the contract.

Contract award, if made, will be to the responsible bidder submitting the lowest acceptable bid.

The term "lowest acceptable bid" used in the above paragraph is defined as the accepted Proposal offering the lowest total price for the combination of base bid and any alternate bids selected by the DAS/State Building Division.

14. WHEN AWARD EFFECTIVE

The Contract shall be deemed as having been awarded when formal written notice of award shall have been duly served upon the intended awardee (i.e., the bidder to whom the Owner contemplates awarding the contract) by the DAS/State Building Division.

15. FORMAL CONTRACT AND CONTRACT SECURITY

The successful bidder or bidders will be required to enter into a formal contract with the DAS/State Building Division, State of Nebraska. Form of Contract shall be same as the sample included in the Project Manual.

The successful bidder or bidders shall furnish a surety bond in an amount at least equal to 100 percent of the contract price as security for the faithful performance of this contract and for the payment of all persons performing labor and furnishing material in connection with this Contract. The bond to be executed by an acceptable surety company or companies authorized to execute surety bonds in the State of Nebraska. Form of performance and payment bonds shall be AIA Document No. A-312, Performance Bond and Payment Bond.

16. TIME OF COMPLETION

The Contractor shall commence work under the Contract on the earliest possible date after signing of Contract by both parties and shall fully complete all work thereunder within the time limit designated in the specifications and to be made a part of the Contract.

17. NUMBER OF COUNTERPARTS OF CONTRACT AND BOND REQUIRED

There shall be executed one (1) copy of the Contract Performance and Payment Bond and three (3) counterparts of the Contract.

18. NON-RESIDENT CONTRACTORS--REGISTRATION

Non-resident firms shall comply with the registration requirements and payment of fees to the Tax Commissioner of the State of Nebraska as defined in Sections 77-3101 through 77-3112, Revised Reissue Statutes of Nebraska.

19. FAIR LABOR STANDARDS

The proposal and the form of Contract contain a statement that the bidder is complying with, and will continue to comply with, fair labor standards in the pursuit of his business and in the execution of the work contemplated in this proposal.

Fair labor standards shall be construed to mean such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the area in the same business or field of endeavor as the contractor filing this proposal.

20. EXEMPTION FROM PAYMENT OF NEBRASKA SALES/USE TAX

The Contractor is exempt from payment of the Nebraska Sales/Use Tax under the regulations of the Nebraska Department of Revenue Act of 1967. The DAS/State Building Division will issue an Appointment of Purchasing Agent form and Exemption Certificates to the Contractor to be used for this project.

21. BACKGROUND CHECK REQUIREMENT

Prior to the start of the project, the contractor shall submit to the owner a criminal history background check on every employee who will be working at the site including all sub-contractor employees. Only background checks performed by the Nebraska State Patrol will be accepted. The owner will determine which employees will not be allowed to work on the project based on their criminal history. The Owners decision will be Final. Fees associated with the background checks are the responsibility of the contractor.

22. SMOKE-FREE CAMPUS POLICY

The campus is a smoke free environment. No smoking is allowed on campus including buildings and vehicles.

END OF INSTRUCTIONS TO BIDDERS

GENERAL CONDITIONS

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Rev. Date 9/29/09

GENERAL CONDITIONS

1. DEFINITIONS

The "DAS/State Building Division," sometimes referred to as the Owner or Department, and the "Contractor" are those named as such in the Contract.

The "DAS/State Building Division" is the Department of Administrative Services(DAS)/State Building Division of the State of Nebraska.

The "Architect/Engineer" is the Architect/Engineer of the DAS/State Building Division. He may act personally or by and through such assistants as may be duly authorized to act for him; but whenever in these conditions the word "Architect/Engineer" is used, it shall be understood as referring to the Architect/Engineer appointed by the DAS/State Building Division and not to any assistant.

The "Consultant" is the consulting architect or engineer that the Department may have employed to perform professional services required for the planning and construction of this project.

The term "the work" or "Work of the Contractor" includes labor or materials or both, equipment, transportation, and other facilities necessary to complete the Contract.

The term "Subcontractor" as employed herein, includes any person, firm or corporation having a direct contract with the Contractor to supply labor or materials or both for work of the Contractor, but does not include those who merely furnish material or materials not fabricated to a special design according to the plans and specifications of this work.

The term "Surety" includes any person, firm or corporation that has executed, as surety, the Contractor's performance bond securing the performance of the Contract.

The words "Plans" and "Drawings" are used synonymously in this Contract.

Wherever the word "Approved", "Approval", "As selected", appear in the specifications, it shall mean approval or selection by the Consultant or Engineer.

2. DEFINITION OF NOTICE

Where in any of the Contract Documents there is any provision with respect to the giving of notice, such notice shall be deemed to have been given; as to the DAS/State Building Division, when written notice shall be delivered to the Administrator of the DAS/State Building Division, or shall have been placed in the United States Mail, first class postage prepaid, addressed to the Administrator of the DAS/State Building Division, as to the Contractor, when written notice shall be delivered to the chief representative of the Contractor at the site of the project or by mailing such written notice in the United States Mail, first class postage prepaid, addressed to the Contractor at the place stated as the address of his permanent place of business in the Proposal Form; as to the Surety on the performance bond, when a written notice is placed in the United States Mail, first class postage prepaid, addressed to the Surety at a home office of such Surety or to its agent or agents who executed such performance bond on behalf of such surety.

3. AUTHORITY OF THE CONSULTANT OR ARCHITECT/ENGINEER

The DAS/State Building Division may for professional service required for certain projects employ consulting architects or engineers -- in these documents referred to as the Consultant. The

DAS/State Building Division on certain other projects may direct that the professional services be performed by the staff of the DAS/State Building Division under the direction of the Architect/Engineer. It will clearly be stated in the Advertisement for Bids, Special Conditions, and Contract, whether professional services are being performed by a Consultant or the Architect/Engineer.

Plans and Specifications. The Consultant or Architect/Engineer, working to serve the interests of the Owner, has prepared the plans and specifications and shall make written interpretations of them. He or she shall approve all samples of material which are specified to be submitted for approval, approve the use of any equipment offered in lieu of that mentioned in the specifications and shall check and approve all shop drawings and details. He or she shall make periodic inspections of the project work and shall decide the quality of the work and material incorporated therein. He or she shall decide all questions which may arise as to the fulfillment of the Contract by the Contractor. Decisions by the Consultant or Architect/Engineer with regard to plans and specifications, work and materials, and contract questions, shall be made after consultation with the Owner.

4. CONTRACTOR'S SUPERINTENDENT

During the course of the work on the site, the Contractor shall employ a competent superintendent and any necessary assistants, all satisfactory to the Consultant or the Architect/Engineer. The Superintendent shall not be changed except with the consent of the Consultant or the Architect/Engineer, unless the Superintendent proves to be unsatisfactory to the Contractor and ceased to be in his employ. The Superintendent shall represent the Contractor in his absence and all directions given by him shall be as binding as if given by the Contractor. All decisions by the Superintendent shall be confirmed in writing to the Contractor. Other directions by the Superintendent shall be so confirmed on written request in each case.

5. PLANS AND SPECIFICATIONS -- CORRELATION

The work shall be executed in strict conformity with the plans and specifications.

Plans, drawings, and specifications are cooperative and supplementary. Portions of the work which can best be illustrated by the plans and drawings may not be included in the specifications and portions of the work best described by the specifications may not be depicted on the plans or drawings. All items necessary to construct or erect a complete improvement, project, building or structure shall be furnished whether called for in the specifications or shown on the plans and drawings. Special conditions shall take priority over General Conditions: Detailed Specifications shall take priority over General Specifications and large scale drawings shall take priority over small scale drawings. In case of disagreement between the plans, drawings and specifications, or within any document itself, the better quality or quantity of work shall be estimated and the matter drawn to the attention of the Consultant or Architect/Engineer for decision.

6. SHOP DRAWINGS

All work on which shop drawings are required must be in strict accordance with such drawings when approved and no work for which shop drawings are required is to be started until after the approval of said drawings. Each shop drawing shall be submitted to the Consultant or Architect/Engineer in the quantity specified by the Consultant or Architect/Engineer. Sufficient quantity shall be submitted to provide three sets of all approved submittals to the Owner.

All shop drawings must be checked and completed in every respect, numbered consecutively, have the name of the project printed thereon, and each lot must be submitted accompanied by a letter of transmission referring to the number of drawings and the name of project for identification and especially drawing the Consultant's or Architect/Engineer's attention to any modification of plans and specifications that may have been made.

The Contractor shall make any corrections required by the Consultant or Engineer and resubmit corrected sets to him for approval in the same quantity as the initial submittal.

After the shop drawings have been approved, any portion of shop drawings which modify the plans shall be rejected as soon as such modification is discovered unless said modification has been specifically pointed out to the Consultant or Architect/Engineer as stipulated above and specific approval secured. The approval of such shop drawings will be only general in character and shall in no way relieve the Contractor from any responsibility for the accuracy of the shop drawings or from proper fitting and construction of the work, or from the necessity of furnishing all materials and workmanship required by the drawings and specifications which may not be indicated on shop drawings when approved.

7. MATERIALS -- TESTS AND STANDARDS

Samples of materials selected by the Consultant or Architect/Engineer to be tested must be furnished by the Contractor. Tests will be made at no cost to the Contractor. Where not otherwise specified, all materials shall meet the American Standards for Testing of Materials (A.S.T.M.) Standard or tentative specifications for that material. The Contractor, when requested, shall furnish a sample of all material which shall be kept on the job as basis for comparison of material incorporated in the Work.

8. OBSOLETE EQUIPMENT

It is important that the DAS/State Building Division be protected as much as possible against the discontinuance of the make of equipment to be purchased, and that repair parts, and services of expert factory representatives, be made available if desired. Under these conditions the Contractor shall not furnish equipment not currently in production.

9. PATENTS

The Contractor and his Surety shall hold harmless the DAS/State Building Division, its officers, agents, and employees from liability of any nature or kind including costs and expenses, for or on account of any patented invention, articles or appliances manufactured or used in the performance of this Contract unless otherwise specifically stipulated in this Contract.

10. OTHER CONTRACTS

The DAS/State Building Division may award contracts for additional work and the Contractor shall fully cooperate with such other contractors and carefully fit his own work to that provided under the other contracts as may be directed by the Consultant or Architect/Engineer. If the Contractor commits or permits any act which interferes with the performance of work by any other contractor, this shall be grounds for termination of the contract.

11. ASSIGNMENT OF CONTRACT

The Contractor shall not assign this Contract or any part hereof without the written consent of the DAS/State Building Division. No assignment of this Contract shall be valid unless it contains a provision that the funds to be paid to the Assignee under the Assignment are subject to a prior lien for services rendered or materials supplied for the performance of work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

12. SUBCONTRACTING

The Contractor shall be fully responsible to the DAS/State Building Division for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them. The Contractor shall be responsible for assigning, coordinating, and achieving completion of all

subcontracted work to satisfy all requirements of the Contract Documents in a timely and proper manner. All subcontracted work shall be subject to all requirements of the Contract Documents except those legal contractual duties for which only the Contractor has exclusive responsibility as specifically assigned by the Contract Documents. Nothing contained in the Contract shall create any Contractual relation between any subcontractor and the DAS/State Building Division. The attention of the Contractor and subcontractors are called to the Contract Documents which are part of this Contract. The Contractor must notify the DAS/State Building Division of each subcontract he intends to award, giving:

Name and address of subcontractor
Branch of work concerned
Total price of subcontract

No part of this Contract shall be sublet without prior approval of the DAS/State Building Division.

13. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the Owner nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained and approved by the Owner (or Contractor). Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

(a) WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Contract the statutory Workers' Compensation and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the latter's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. Where applicable, this policy shall provide USL&H coverage. This policy shall include a waiver of subrogation in favor of the Owner. The amounts of such insurance shall not be less than the limits stated hereinafter.

(b) COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this Contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Contract, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverages. The policy shall include the Owner, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance

or self-insurance carried by the Owner shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

(c) INSURANCE-BUILDER'S RISK

Unless otherwise provided, the Contractor shall purchase and maintain Builder's Risk Insurance for the entire value of the project and work site, from a company or companies lawfully authorized and licensed to do business in the jurisdiction in which the Project is located. This insurance shall be written to cover all risks of direct physical loss, and shall include interests of the Owner, the Contractor, and Sub-contractors in the Work. A loss insured under this insurance shall be adjusted with the Owner and made payable to the Owner as fiduciary for the insureds, as their interests may appear.

(d) INSURANCE COVERAGE AMOUNTS REQUIRED

.1	Workers' Compensation and Employer's Liability	
	Coverage A	Statutory
	Coverage B	
	Bodily Injury by Accident	\$100,000 each accident
	Bodily Injury by Disease	\$500,000 policy limit
	Bodily Injury by Disease	\$100,000 each employee
.2	Commercial General Liability	
	General Aggregate	\$2,000,000
	Products/Completed Operations Aggregate	\$2,000,000
	Personal/Advertising Injury	\$1,000,000 any one person
	Bodily Injury/Property Damage	\$1,000,000 per occurrence
	Fire Damage	\$50,000 any one fire
	Medical Payments	\$5,000 any one person
.3	Commercial Automobile Liability	
	Bodily Injury/Property Damage	\$1,000,000 combined single limit
.4	Umbrella/Excess Liability	
	Over primary insurance	\$1,000,000 per occurrence
.5	Builder's Risk	100% of work completed values.

14. EVIDENCE OF COVERAGE

The Contractor shall furnish the Owner with a certificate of insurance coverage, which shall be submitted in duplicate to the Department of Administrative Services, Risk Management Division, 521 S. 14th Street, Suite 230, Lincoln, NE 68508. These certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the Owner is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

The following clauses or endorsements must be added to the certificates for the required types of insurance. If the clause or endorsement is placed on the reverse side of such certificate, the signature of the official of the company who signs the certificate should follow it. All certificates must contain the following two clauses or endorsements:

"The insurance contract referred to herein provides complete coverage within the limits stated for the types of insurance mentioned covering all the insured's operations in

connection with the insured's contract on the _____ (Project Name)."

"Said insurance contract also provides that it cannot be canceled by the insurer in less than thirty days after the insured has been given written notice of such cancellation."

15. PROTECTION OF PERSONS AND PROPERTY

The Contractor shall take all reasonable and proper precautions to protect persons and property from injury or damage resulting from his or her operation under this Contract. The requirements of the Nebraska Safety Codes adopted by the Nebraska State Department of Labor shall be applicable.

The Contractor shall protect all existing buildings, roadways, landscaping, and utilities against damage or interruption of services. It shall be the responsibility of the Contractor to correct health or safety hazards and repair property damage that results from their work. Such corrections shall be performed to restore conditions to at least the quality that existed at the time of commencement of this Work.

16. PROSECUTION OF THE WORK AND COMPLETION DATE

The work embraced in this Contract shall be started on the earliest possible date after the signing of contracts by both parties, and shall be carried on regularly and uninterruptedly thereafter, with such forces and by such means as will insure final completion of the entire Contract on or before the completion date set in the documents. The time of beginning, rate of progress and time of completion are essential conditions of the Contract.

The Contractor expressly agrees that in undertaking to complete the work within the Contract period fixed in the Contract Documents, he has taken into consideration and made allowances for all delays and hindrances incidental to such work, whether growing out of delays in securing materials or workmen, or otherwise.

Should the Contractor be delayed in the prosecution and completion of the work by a cause beyond his control, he shall have no claim or right of action for damages from the Owner for any such cause or delay. The Contractor may in such case be granted an extension of time specified for completion of the work as the Owner may award in writing on account of such delay; provided however, that claim for extension of time is made by the Contractor to the Owner, through the Consultant or Architect/Engineer, in writing, within two weeks from the time when such alleged cause for delay occurred. The Owner reserves the right to withhold granting of any time extensions until the stipulated Contract period is about to expire.

The Owner, at his discretion, may waive the above requirements and grant extensions of time for any reasons he deems valid. Time extensions will not be considered for weather delays unless the Contractor provides documentation of the days and hours his or her forces could not be on the job site due to the weather.

An extension of the Contract period may be granted by the Owner for any of the following reasons:

- (a) Additional work resulting from modification of the plan for the project.
- (b) Delays caused by the Owner.
- (c) Other reasons beyond the control of the Contractor which in the Owners' judgement would justify such extension.

No extension of the Contract period will be allowed for variation between contract quantities and

actual quantities which cannot be predetermined and which amount to less than twenty-five percent (25%) of the contract quantities.

17. SURVEY STAKES AND LEVELS

The Contractor, unless otherwise specified, will stake out the project work and shall furnish and maintain the batter boards, level, etc.

The Contractor must carefully preserve bench marks and reference points established by the Consultant or Architect/Engineer; in case of their destruction, the Contractor will replace them and be responsible for any mistakes that may be caused by their loss or disturbance.

18. USE OF JOB SITE

The Contractor shall confine his or her equipment, apparatus, the storage of materials, and operations of his or her workers to limits indicated by law, ordinance, permits, or directions of the DAS/State Building Division and shall not unnecessarily encumber the premises with his materials.

The Contractor shall not load or permit any part of a structure to be loaded with a weight that will endanger its safety. The Contractor shall enforce the Consultant's or Architect/Engineer's instructions regarding signs, advertisement, fires, and smoke.

19. LABOR

All labor shall be performed in best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such quality as will produce only first class results.

Mechanics whose work is unsatisfactory to the Consultant or Architect/Engineer, or are considered to be unskilled or otherwise objectionable, shall be instantly dismissed from the work upon notice to the Contractor from the Consultant or Architect/Engineer.

Contractors and subcontractors employed upon the work shall be required to conform to the labor laws of the State of Nebraska, and the various acts amendatory and supplementary thereto; and to all other laws, ordinances, and legal requirements applicable thereto.

20. INSPECTION

The DAS/State Building Division, through its authorized representatives and agents, shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and any data and records.

The Architect/Engineer shall, at all times, have access to the work and the premises used by the Contractor and to all places of manufacture where materials are being made for use under this Contract, and shall have full facilities for determining that such materials are being made strictly in accordance with the plans and specifications.

21. DEFECTIVE WORK OR MATERIAL

Work or material not in accordance with the Plans and Specifications, or in any way defective shall be removed at once on order of the Consultant or Architect/Engineer. The Contractor shall replace or rebuild at Contractor's own expense with satisfactory material and in a professional manner any

work so removed and shall reimburse the DAS/State Building Division or any expense that it is put to by reason of extra work, and shall reimburse any other contractor who may incur expense caused by removal of the defective work.

22. TERMINATION FOR BREACH

In event that any of the provisions of this Contract are violated by the Contractor or any of his subcontractors, the DAS/State Building Division may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for correction be made, the Contract shall, upon the expiration of said ten (10) days cease and terminate. In the event of any such termination, the DAS/State Building Division shall immediately serve notice thereof upon the Surety and the Contractor. The Owner may take over the work and prosecute the same to completion of Contract for the account and at the expense of the Contractor. The Contractor and his Surety shall be liable to the DAS/State Building Division for any excess cost occasioned the DAS/State Building Division thereby and in such event the DAS/State Building Division may take possession of and utilize in completing the work, such materials, appliances, and plant as may be on the site of the work and necessary therefore. Neither the Owner nor any member or employee thereof shall be in any way liable or accountable to the Contractor or his surety for the method by which the completion of the said work, or any portion thereof, may be accomplished or for the price paid therefore.

23. CONSTRUCTION REPORTS -- PAYMENT ESTIMATES

The Contractor shall submit to the Owner a schedule of values and quantities of materials and of other related items. The schedule(s) shall be in a form that correlates to the estimates upon which they are based, or as the Owner may require.

The Contractor shall submit to the Owner the following records on forms to be supplied by the Contractor (Notice - AIA Document forms shall be the latest edition):

- (a) AIA Document G702, Application and Certification for Payment
- (b) AIA Document G703, Continuation Sheet (Schedule of Values)

24. PAYMENT

So long as the work herein contracted for is carried out in accordance with the provisions of the Contract, the Contractor will, on or before the 25th day of each month, make an appropriate estimate of the value of the work performed during the month and the materials suitably stored on the work site, and shall prepare an Application And Certification For Payment and the Continuation Sheet and submit them to the Consultant. Within seven days after receipt of such Application And Certification For Payment it shall be approved either in whole or in part by the Consultant or Architect/Engineer, or disapproved. If disapproved, the Pay Application shall be corrected by the Contractor. Once a payment is approved, then the DAS/State Building Division will pay to the Contractor in State warrants, and in accordance with the payment provisions in the Agreement and these General Conditions, the amount approved, which shall be ninety percent (90%) of completed work and stored materials. The DAS/State Building Division may at any time reserve and retain payment as authorized in Provision #27 of these General Conditions. However, prior to final payment, the total paid to the Contractor shall not exceed ninety percent (90%) of the estimated value of the work performed and materials stored at the site.

The Contractor shall pay:

- (1) for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered;

(2) for all articles, tools, and other expendable equipment for at least 90% of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered to and properly stored at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in which such materials, tools, and equipment are incorporated or used; and

(3) to each of his subcontractors not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each such subcontractor's interest therein.

25. EXTRA, ADDITIONAL OR OMITTED WORK -- PAYMENT FOR

The DAS/State Building Division shall have the right at any time and without notice to the Sureties, to alter and modify the Plans and Specifications, thus making specific changes in the construction, details, or execution of the work. All changes in plans and specifications will be made by the DAS/State Building Division in writing. The Contractor shall make such alterations as may thus be ordered by the DAS/State Building Division and in case these changes increase or decrease the amount of work to be done under this Contract, equitable amounts in price and time will be added to or deducted from the Contract price and Contract time. The amount of such increase or decrease shall be agreed upon between the Owner and the Contractor BEFORE the changes are made.

When directed in writing by the Consultant or Architect/Engineer and with approval of the DAS/State Building Division, the Contractor shall furnish all material and labor not otherwise provided for by the terms of this Contract, but which may be connected with or necessary to the proper completion of the Work. Such material and labor shall be furnished and completed as part of this Contract and subject to its provisions. The payment for any such work shall be determined by agreement between the Owner and the Contractor before the extra work is commenced, either on the basis of the unit price, or a lump sum price, or on a limited cost-plus basis not to exceed the specified limit.

The payment for extra, additional or omitted work to be performed by the contractor or subcontractors using their own forces shall be as follows: for all labor and foreman in direct charge of the specific operations, including liability and workers' compensation, the Contractor shall receive the wage rate agreed upon in writing before starting such work, for each hour that said labor, teams and foreman are actually engaged in such work, to which shall be added an amount for profit and overhead combined equal to 10% of the sum thereof. The wages of any foreman or time keeper who is employed partly on "cost-plus" work and partly on other work, shall be prorated between the two classes of work according to the number of employees employed on each class of work as shown by the payroll.

For all materials being permanently incorporated or installed into the Work, the Contractor shall receive the actual cost of such material delivered to the Work, including freight and handling charges as shown by original receipted bills, to which cost shall be added a sum equal to an amount of 10% thereof for profit and overhead combined as agreed to in advance by the Owner.

If it is necessary for the Contractor to rent equipment in the performance of such work, he will be allowed the actual rental price paid, if reasonable, for the actual time that such equipment is in use on the work and to which sum 10% shall be added for profit and overhead combined.

For contractors and subcontractors, prices submitted by their respective subcontractors for labor, materials, rentals, overhead and profit may be marked up a maximum of 5%.

No claims for extra work will be allowed unless accompanied by a written Change Order from the Consultant or Architect/Engineer and approved by the DAS/State Building Division authorizing such extra work and defining the agreed basis of payment. Change Orders shall be documented on AIA Form G701 prepared by the Consultant or Architect/Engineer.

The Contractor shall, immediately after completing extra work, file with the Architect/Engineer, in writing, all claims for extra work performed. If the Contractor fails to make such claims within 30 days, Contractor's right to extra pay for such work shall be deemed to have been waived and forfeited and he or she shall not be entitled to any payment on account of such extra work.

26. CONTRACTOR'S PAYMENTS FOR LABOR AND MATERIALS

The Contractor shall pay for all labor and materials used or furnished in the performance of this Contract. Before final payment, the Contractor must certify that all bills for labor and materials have been paid. In event he is requested and fails to furnish satisfactory evidence, the DAS/State Building Division may withhold any payments until it is satisfied that all such claims have been paid.

27. OWNER'S RIGHT TO WITHHOLD PAYMENT AND MAKE APPLICATION THEREOF

In addition to the payment to be retained by the DAS/State Building Division under the preceding provisions of these General Conditions, the DAS/State Building Division may withhold a sufficient amount of any payment otherwise due to the Contractor to cover:

(a) payments that may be earned or due for just claims for labor or materials furnished in and about the performance of the work on the project under this Contract;

(b) for defective work not remedied, and for damage to existing conditions or new work not remedied; and

(c) for failure of the Contractor to make proper payments to his subcontractor.

The DAS/State Building Division shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment therefrom. The DAS/State Building Division will render to the Contractor a proper accounting of all such funds disbursed on behalf of the Contractor.

28. CLEAN UP

On or before the completion of the work, the Contractor shall clean all parts of the Work under his Contract. He or she shall remove all rubbish and all his materials, tools, and equipment from the construction site, leaving the site in a condition as good or better than that existing at commencement of the Work.

The Contractor shall from time to time clean up and remove from the project rubbish and debris resulting from his work, and shall at completion of the Work remove all construction materials and equipment, leaving the project and site clean.

29. FINAL INSPECTION

When the work has been substantially completed, the Contractor shall notify the Consultant or Architect/Engineer, in writing, that the work is ready for final inspection and testing on a definite

date and time as stated in such notice. The notice shall be given at least ten (10) days in advance of said date.

After the final inspection has been completed, the Consultant or Architect/Engineer shall present to the Contractor and the DAS/State Building Division a report ("punch list") listing all deficiencies found in the inspection of the Contractor's work which are to be corrected. The Contractor shall immediately make the required corrections to remove the deficiencies reported by the Consultant or Architect/Engineer. When the deficiencies have been removed, the Contractor shall request in writing a reinspection of the work by the Consultant or Architect/Engineer.

30. FINAL PAYMENT

As soon as practical after completion and acceptance of the Work, the Contractor shall prepare a final payment statement showing the final payment due. After approval by the Contractor, the Consultant or Architect/Engineer and the DAS/State Building Division, the final payment shall be processed in accordance with the payment provisions of the Agreement and the General Conditions.

31. GUARANTEE OF WORK

- (a) Except as otherwise specified all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one year from the date of final completion of the Contract.
- (b) If, within any guarantee period, repairs or changes are required in connection with the guaranteed work, which, in the opinion of the Consultant or Architect/Engineer are rendered necessary as a result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the Contract, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner:
 - (1) Place in satisfactory condition all of such guaranteed work, correct all defects therein, and
 - (2) Make good all damages to the building or project work, or equipment or contents thereof, which, in the opinion of the Consultant or Architect/Engineer is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with the terms of the Contract; and
 - (3) Make good any work or materials, or the equipment and contents of said building or project work disturbed in fulfilling any such guarantee.
- (c) In any case where fulfilling the requirements of the Contract, and guarantees, the Contractor disturbs any work guaranteed under another contract, he shall restore such disturbed work to a condition satisfactory to the Consultant or Architect/Engineer and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- (d) If the Contractor, 30 days after notice, fails to comply with the terms of the guarantee, the Owner may have defects corrected and the Contractor and Contractor's Surety shall be liable for all expenses incurred.
- (e) All special guarantees applicable to definite parts of the work that may be required by the Contract Documents shall be subject to the terms of Provision #31(a) through (e) during the first year of the life of such guarantee.

32. UNEMPLOYMENT COMPENSATION FUND

The Contractor shall make payments to the Unemployment Compensation Fund of the State of

Nebraska all contributions and interest due under the provisions of Section 48-601 to 48-669, Revised Reissue Statute of Nebraska, on wages paid to individuals employed in the performance of this Contract as required by Section 48-657, Revised Reissued Statute of Nebraska.

Under the requirements of Section 48-657, Revised Reissue Statute of Nebraska, the Das/State Building Division cannot make payment to the Contractor on the final three percent (3%) of the Contract without first receiving from the Contractor a written clearance from the Commissioner of Labor certifying that all payments then due for contributions or interest which may have arisen under such Contract have been made by the Contractor, or his subcontractors, to the Unemployment Compensation Fund.

33. PRECONSTRUCTION CONFERENCE

A preconstruction conference shall be scheduled before starting construction, no later than 15 days after the date of the Agreement. It shall be held at the project site, or other convenient location. The meeting shall review responsibilities and personnel assignments of the Owner, Contractor, and the Consultant.

Authorized representatives of the Owner, Contractor, and the Consultant shall attend the preconstruction conference, as will the Contractor's superintendent, major subcontractors, manufacturers, suppliers, and other parties integral to the completion of the Work. All participants shall be familiar with the project and authorized to make decisions for the entities they represent.

The preconstruction conference will include discussion of items necessary for project progress and successful completion, such as: construction scheduling; critical work sequencing; designation of responsible personnel; procedures for processing field decisions and change orders; procedures for processing Applications for Payment; distribution of Contract Documents; submission of Shop Drawings and product data samples; preparation of record documents; use of the premises; parking availability; office, work, and storage areas; equipment deliveries and priorities; safety and first aid procedures; security; housekeeping; working hours; and other matters deemed important by the Owner.

34. WORK ELIGIBILITY STATUS OF EMPLOYEES

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

END OF GENERAL CONDITIONS



**STATE OF NEBRASKA
ADMINISTRATIVE SERVICES
STATE BUILDING DIVISION**

**Standard Form of Agreement between Owner and Contractor
where the basis of payment is a STIPULATED SUM**

THE PROJECT IS:

Location:

Between **THE OWNER:**

State of Nebraska
AS/State Building Division
1526 K Street, Suite 200
Lincoln, NE. 68508

The Owner's representative is:

Name:

Phone:

And **THE CONTRACTOR:**

The Contractors representative:

Company:
Address:
City, State

Name:
Phone:

Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

The **Consultant** is:

Firm

Address:

City, State

The Consultant's representative is:

Name:

Phone:

The Consultant was selected according to state law.

The State, its officers, and employees shall be held harmless from claims arising from the actions or omissions of the Contractor, its sub-contractors, agents, or employees. The Contractor agrees to indemnify the State for any such claims.

ARTICLE 1 - SCOPE OF WORK

The Contractor shall furnish all materials and fully execute the Work described in the Contract Documents of Article 5. The Contractor shall, in a professional and diligent manner, do everything required in the Contract Documents.

ARTICLE 2 - TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 2.1 The Work to be performed by the Contractor under this Agreement shall officially commence with the date of this Agreement provided in the "Execution of Contract" section at the end of this contract. The Contract Time shall be measured from this date of commencement.
- 2.2 **Substantial Completion** of the entire Work by the Contractor shall be made not later than **calendar days** from the date of commencement, subject to approved changes in the Contract Time as provided in the Contract Documents.

ARTICLE 3 - CONTRACT SUM

- 3.1 The Owner shall pay the Contractor for the performance of the Work, subject to approved additions and deductions as provided in the Contract Documents, the Contract Sum of: (\$)
- 3.2 The Contract Sum is based upon the following alternates which are described in the Contract Documents and are hereby accepted by the Owner:
- 3.3 Unit prices are as follows:

ARTICLE 4 - PROGRESS AND FINAL PAYMENTS

- 4.1 All issues regarding payments shall be as described by pages through of the "General Conditions" in the Project Manual.
- 4.2 In Accordance with the Nebraska Prompt Payment Act, payments due and unpaid under the Contract 45 days after the due date shall bear interest from the 31st day following the date payment is due.

ARTICLE 5 - THE CONTRACT DOCUMENTS

- 5.1 Besides this Agreement, the Contract Documents consist of the General Conditions, Supplementary Conditions, and other specified Conditions, the Drawings, Specifications, and Addenda issued prior to execution of this Agreement, other documents specified in this Agreement, and Change Orders or other Modifications issued after execution of this Agreement. These documents form the Contract, which represents the entire agreement between the Owner and Contractor, and supersedes any prior written or oral negotiations, representations or agreements. In the event of a conflict between the terms of the documents, this Agreement shall govern, followed by the General Conditions, the Supplementary Conditions, the Specifications, the Drawings, Change Orders, and then any other Addenda. The Contract Documents, except for Change Orders or other Modifications issued after execution of this Agreement, are enumerated as follows:
- 5.2 The Agreement is this executed AS/State Building Division Standard Form of Agreement between Owner and Contractor.
- 5.3 The General Conditions are contained in the Project Manual, dated

- 5.4 The Supplementary and other Conditions of the Contract are those contained in the Project Manual, dated _____ and _____ are as follows:
- 5.5 The Specifications are those contained in the Project Manual dated as in Paragraph 5.3, and are as follows:
- 5.6 The Drawings are as follows:
- 5.7 The Addenda are as follows:
- 5.8 Other documents forming part of the Contract Documents are as follows:
BID PROPOSAL, PERFORMANCE AND PAYMENT BONDS, ADVERTISEMENT FOR BIDS, INSTRUCTIONS TO BIDDERS.

ARTICLE 6 - MISCELLANEOUS PROVISIONS

- 6.1 Compliance with Civil Rights Laws and Equal Opportunity Employment. The Contractor affirms that it complies with, and will continue to comply with, the Nebraska Fair Employment Practice Act and Title VI of the Civil Rights Act of 1964, as amended. The Contractor affirms that no person (including employees or applicants for employment) shall, on the grounds of age, religion, sex, disability, race or national origin, be excluded from participation in, be denied the benefits of, or otherwise subjected to discrimination under this contract or any other project, program or activity supported by this contract. The Contractor agrees that in performance of this contract neither he nor his subcontractors will discriminate against any of their employees or applicants for employment concerning the employees' or applicants' hire, tenure, terms, conditions or privileges of employment based on the employees' or applicants' race, color, religion, sex, marital status, age, disability, or national origin.
- 6.2 The Contractor agrees to comply with all applicable provisions of The Federal Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act of 1990 as amended, Section 5043 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, and the Nebraska Fair Employment Act, as amended, which are hereby incorporated by reference. The Contractor agrees to comply with any amendments to these laws effective during the term of the Agreement. The Contractor further agrees to include similar provisions in all subcontracts for services allowed in connection with this contract.
- 6.3 Drug Free Workplace Policy. The Contractor certifies that as a condition of the Agreement, neither the Contractor nor the employees of the Contractor shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity covered by the Agreement. The Department of Administrative Services reserves the right to request a copy of the Contractor's Drug Free Workplace policy. The Contractor further agrees to insert a provision similar to this statement in all sub-contracts for services required under this Agreement.
- 6.4 This Agreement shall be governed by the laws of the State of Nebraska. The Contractor agrees

to comply with all applicable Federal, State, and local rules, regulations, and laws.

- 6.5** Contract Agreement Solicitation Statement. As per requirements of Sections 81-1716 through 81-1719, Revised Statutes of Nebraska, 1943, the Contractor warrants that he or she has not employed or retained any company or person, other than bonafide employees working for him or her, to solicit or secure this Agreement and that he or she has not paid, or agreed to pay, any person, company, corporation, individual, or firm, other than a bonafide employee working solely for him or her, and fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award for the making of this Agreement.
- 6.6** Work Eligibility Status of Employees. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

ARTICLE 7 - TERMINATION OR SUSPENSION

- 7.1** The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause, or for insufficient appropriation or allocation of funds.
- 7.2** Upon receipt of written notice from the Owner of such termination for the Owner's convenience, or for insufficient appropriation or allocation of funds, the Contractor shall:
- .1 cease operations as directed by the Owner in the notice;
 - .2 take actions necessary, or as the Owner may direct, for the protection and preservation of the Work; and
 - .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- 7.3** In case of such termination for the Owner's convenience, or for insufficient appropriation or allocation of funds, the Contractor shall be entitled to receive payment for Work executed, and reasonable costs incurred as a direct result of such termination. HOWEVER, IN NO CASE shall the Contractor receive payment for any Work not executed, and the Contractor shall NOT receive payment for overhead and profit on the Work not executed.
- 7.4** Termination of the Contract for Breach of Contract shall be as described by pages through of the "General Conditions" in the Project Manual.

EXECUTION OF CONTRACT

This Agreement is entered into as of the date shown below and executed in three (3) originals for the Owner, the Contractor, and the Consultant.

OWNER

CONTRACTOR

Rodney Anderson
Administrator

(Signature)

(Printed name)

(Title)

Dated: _____

Dated: _____

